

LIBER 4869 PAGE 712

DS
JSM

File No. 8066

NO STAMPS
REQUIRED

THIS DEED, Made this 29th----- day of April, in the year one thousand nine hundred and sixty-eight, by and between BONNIE BROOK FARMS, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, of the first part, and ASTEN, INC., a body corporate, of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does, subject to restrictions, conditions, covenants and agreements hereinafter set forth, grant and convey unto the said party of the second part, its successors and assigns, in fee simple, all that lot or parcel of ground situate in Baltimore County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME at a point on the south side of Carroll Road at the end of the South 68 degrees West 56 1/2 perch line of the second parcel of land which by deed dated September 20, 1958 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 3435, folio 503, was conveyed by Edward J. Wojciechowski and Lorraine M. Wojciechowski, his wife, and Dora Pac, to Bonnie Brook Farms, Inc., running thence and binding reversely on the 4th line in the aforesaid deed and in the bed of Carroll Road North 67 degrees 25 minutes 50 seconds East 896.24 feet and to the beginning of the 5th line of land which by deed dated September 25, 1956 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 3019, folio 438, was conveyed by Dora Pac et al to William K. Ferguson and wife, thence leaving the center of Carroll Road and binding on the 5th and 6th lines in the aforesaid deed

Dora Pac et al to Ferguson and wife as now surveyed the two

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following courses and distances: (1) South 40 degrees 37 minutes 00 seconds East 582.62 feet and (2) North 30 degrees 51 minutes 10 seconds East 380.40 feet to intersect the last line of the second parcel in aforesaid deed Wojciechowski to Bonnie Brook Farms, Inc., running thence and binding on part of the said last line as now surveyed South 56 degrees 30 minutes 50 seconds East 980.22 feet thence leaving the aforesaid last line and running for lines of division the ten following courses and distances: (1) South 40 degrees 12 minutes 10 seconds West 859.60 feet; (2) by a curve to the left with a radius of 530 feet for a distance of 108.12 feet (the chord of said arc being South 75 degrees 39 minutes 21 seconds East 107.93 feet); (3) South 81 degrees 31 minutes 00 seconds East 180.27 feet; (4) thence by a curve to the right with a radius of 1070 feet for a distance of 208.07 feet (the chord of said arc being South 75 degrees 56 minutes 45 seconds East 207.64 feet); (5) South 70 degrees 22 minutes 30 seconds East 497.64 feet; (6) South 0 degrees 21 minutes 10 seconds East 989.84 feet; (7) South 77 degrees 38 minutes 10 seconds West 298.81 feet; (8) South 70 degrees 44 minutes 20 seconds West 606.77 feet (9) North 86 degrees 26 minutes 50 seconds West 402.79 feet; (10) North 55 degrees 57 minutes 20 seconds West 865.10 feet to intersect the 24th or South 33 degrees 00 minutes 20 seconds West 356.40 foot line of land which by deed dated February 4, 1963 and recorded among the Land Records of Baltimore County in Liber R.R.G. No. 4105, folio 240, was conveyed by Manor Farms, Inc. to B-D Laboratories, running thence and binding reversely on part of the 24th and reversely on all of the 23rd, 22nd, and 21st lines in the last mentioned deed as now surveyed the four following courses and distances: (1) North 29 degrees 31 minutes 30 seconds East 183.04

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feet; (2) North 28 degrees 45 minutes 00 seconds East 299.20 feet;
(3) North 80 degrees 39 minutes 57 seconds West 836.34 feet;
(4) North 1 degree 58 minutes 17 seconds West 413.89 feet to the
end of the 3rd line of the land which by deed dated June 16, 1965
and recorded among the Land Records of Baltimore County in Liber
O.T.G. No. 4477, folio 279, was conveyed by John Bandiere and wife
to Rudiger Breiteneker and wife running thence and binding reversely
on the last line in last mentioned deed as now surveyed North 1
degree 58 minutes 17 seconds West 1014.35 feet to the place of
beginning. CONTAINING 113.760 acres of land, more or less.

Being a portion of the tract of land shown on the Plat entitled
"Part of the Property of Bonnie Brook Farms, Inc., 10th Election
District, Baltimore County, Maryland, dated April 22, 1968" prepared
by E. F. Raphel & Associates, Surveyors, which Plat is attached
hereto and made a part hereof.

BEING part of the property which, by Deed dated September 20,
1958 and recorded among the Land Records of Baltimore County in
Liber G.L.B. No. 3435, folio 503, was granted and conveyed by Edward
J. Wojciechowski and Lorraine M. Wojciechowski, his wife, and Dora
Pac to Bonnie Brook Farms, Inc.

TOGETHER with the buildings and improvements thereupon erected,
made or being and all and every the rights, alleys, ways, waters,
privileges, appurtenances and advantages, to the same belonging, or
in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, above
described and mentioned, and hereby intended to be conveyed; together
with the rights, privileges, appurtenances and advantages thereto
belonging or appertaining unto and to the proper use and benefit of

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the said party of the second part, its successors and assigns, in fee simple; subject, however, to the following restrictions, conditions, covenants and agreements numbered 1 through 10 inclusive:

1. Said land and any building or structure now or hereafter erected thereon shall be occupied and used for residential and/or agricultural purposes only, but no retail sales of agricultural products shall be permitted or conducted thereon. Livestock kept thereon shall not exceed one animal per acre, but no pigs or hogs shall be kept thereon.

2. No building or other structure shall be commenced, erected or maintained thereon, nor shall any addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, location (including set-back) of such structure shall have been submitted to and approved in writing by the Grantor herein, its successors or assigns, and a copy thereof, as finally approved, lodged permanently with the Grantor herein, its successors or assigns. The Grantor herein, its successors or assigns, shall have the right to refuse to approve any such plans or specifications, which are not suitable or desirable, in its or their opinion, for aesthetic or other reasons; and in so passing upon such plans and/or specifications, it or they shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring properties.

3. No structure of a temporary character, such as but not

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limited to, a trailer, tent, shack, garage, barn or other building, shall be placed or used thereon as a residence, or for storage or as an auxiliary building, either temporarily or permanently, except that a temporary structure or structures such as a trailer or shack may be placed and maintained thereon, provided such temporary structure or structures are used and operated solely in connection with and for the purpose of construction of permanent improvements on said land, which such temporary structure or structures shall be removed from the land within thirty (30) days after completion of the construction of such permanent improvements.

4. Said land shall not be subdivided or resubdivided to create a parcel of less than ten (10) acres; and no subdivided parcel shall be resubdivided except upon written approval by the Planning and Zoning Department of Baltimore County, Maryland and the Health Department of the State of Maryland.

5. No noxious or offensive activity shall be permitted or maintained thereon nor shall anything be done or placed thereon which may be or become a nuisance or annoyance to any owner or owners of said land.

6. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Grantor herein or the owner of any part of said land included in said tract, their respective legal representatives, heirs, successors and assigns, and failure by the Grantor herein or any such owner or owners to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

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7. All the restrictions, conditions, covenants, and agreements herein contained shall be in perpetuity, provided, however, that at any time after fifteen (15) years from the date of the recording hereof, the restrictions, conditions, covenants and agreements herein set forth may be cancelled, annulled or abrogated in whole or in part, by the recording in the Land Records of Baltimore County of an appropriate instrument or instruments in writing executed by the then owners (not including Mortgagees) of the majority of the parcels into which the tract of land containing 113.760 acres more or less conveyed by this Deed and shown on the hereinbefore referred to Plat attached hereto and recorded herewith, may then be divided, (subject to the limitations imposed by paragraph 4 above) which instrument or instruments shall specifically set forth the provisions that are thereby cancelled, annulled or abrogated.

8. Any or all of the rights and powers (including discretionary powers and rights and powers of consent and approval) herein reserved by or conferred upon the Grantor herein may be assigned or transferred by the Grantor herein at its election and in its sole discretion to any one or more corporations or associations or committees of individuals agreeing to accept same. Any such assignment or transfer shall be made by an appropriate instrument in writing duly executed by the Grantor herein and in which the assignees or transferees shall join for the purpose of evidencing consent to the acceptance of such rights and powers, and recorded among the Land Records of Baltimore County; and upon such recordation thereof such assignee or transferee shall thereupon and thereafter have the same rights to exercise and perform all the rights and powers so assigned or transferred by such

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instrument in lieu of the Grantor herein.

9. Invalidation of any of these restrictions, conditions, covenants and agreements by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

10. The restrictions, conditions, covenants and agreements, etc. hereinabove set forth shall apply to and bind the tract of land containing 113.760 acres more or less conveyed by this deed, and notwithstanding anything to the contrary herein contained, shall not apply to nor bind, nor be construed nor implied to apply to or bind any remaining land of the Grantor herein. (End of restrictions, conditions, covenants and agreements numbered 1 through 10 inclusive.)

RIGHTS AND CHARGES AS TO SIXTY FOOT (60') RIGHT OF WAY
SHOWN ON AFORESAID PLAT RECORDED HEREWITH

The right to use the sixty (60) foot right of way shown on the aforesaid Plat attached hereto and recorded herewith from Carroll Road to the point designated Point "B" thereon shall be limited and restricted to the owners and/or occupants of the area or areas lying within the 190.8 acre more or less tract of land shown on the aforesaid Plat and as shall be set forth in the deed or deeds conveying same by Bonnie Brook Farms, Inc. to the grantee or grantees thereof. The Grantor herein does hereby subject so much of the area of land comprising the 190.8 acres more or less tract of land (which said 190.8 acres more or less tract of land is shown on the hereinabove referred to Plat attached hereto and recorded herewith and of which the land hereby conveyed containing 113.760 acres more or less is a part) to which the right is appurtenant to use in common of that portion of the 60 foot wide right of way shown on the aforesaid Plat leading from Carroll Road in a southeasterly direction to the point designated Point "A" on said Plat, to a charge for the cost of:

1. Maintaining and repairing (including snow removal) the

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existing paved road and the existing bridge, and maintaining (including mowing of grass) the unpaved area within said 60 foot right of way from the southeast side of Carroll Road to a point designated Point "A" on said Plat.

2. Maintaining and repairing the existing stone entrance walls and gatehouse at the Carroll Road entrance of said right of way.

Said charge shall be apportioned to the aforesaid areas of said land by Bonnie Brook Farms, Inc. and set forth in the deed or deeds conveying any such area or areas of said 190.8 acre more or less tract by Bonnie Brook Farms, Inc. It shall be the responsibility of Bonnie Brook Farms, Inc., in its reasonable discretion, to determine the need for and extent of the aforesaid repairs and maintenance, and to perform or cause to be performed the work necessary for such repairs and maintenance; and upon determination of needed repairs and maintenance of the existing paved road, existing bridge and existing entrance walls and gatehouse, Bonnie Brook Farms, Inc. shall procure bids from at least two responsible recognized road paving contractors for the performance of such work, and shall award the contract to the lowest bidder. At such time as Bonnie Brook Farms, Inc. is the owner of less than 20 acres of the 190.8 acres more or less tract shown on the aforesaid Plat, the responsibility of Bonnie Brook Farms, Inc. hereinabove outlined shall cease and thereupon the responsibility therefor shall be and become the responsibility of a committee composed of all of the then owners of the areas of land into which the tract comprising the aforesaid 190.8 acres more or less tract of land shown on the aforesaid Plat recorded herewith may be then divided. In the event the aforesaid 60 foot right of way is acquired or maintenance thereof is taken

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over by any governmental authority, County, State or Federal, then the charges and obligations imposed hereby shall cease and determine.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted and that it will execute such further assurances of the same as may be requisite.

WITNESS the signature of said body corporate, Grantor, by the hand of its duly authorized officer, and its corporate seal hereto affixed.

TEST:

BONNIE BROOK FARMS, INC.

Clinton P. Pitts
Clinton P. Pitts

By: Edward J. Wojciechowski
Edward J. Wojciechowski, President



STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 29th day of April, in the year one thousand nine hundred and sixty-eight, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Edward J. Wojciechowski, President of BONNIE BROOK FARMS, INC., a body corporate, the Grantor named in the above Deed and he acknowledged the foregoing Deed to be the act of said body corporate.

As Witness my hand and Notarial Seal.



E. June Shock
E. June Shock Notary Public

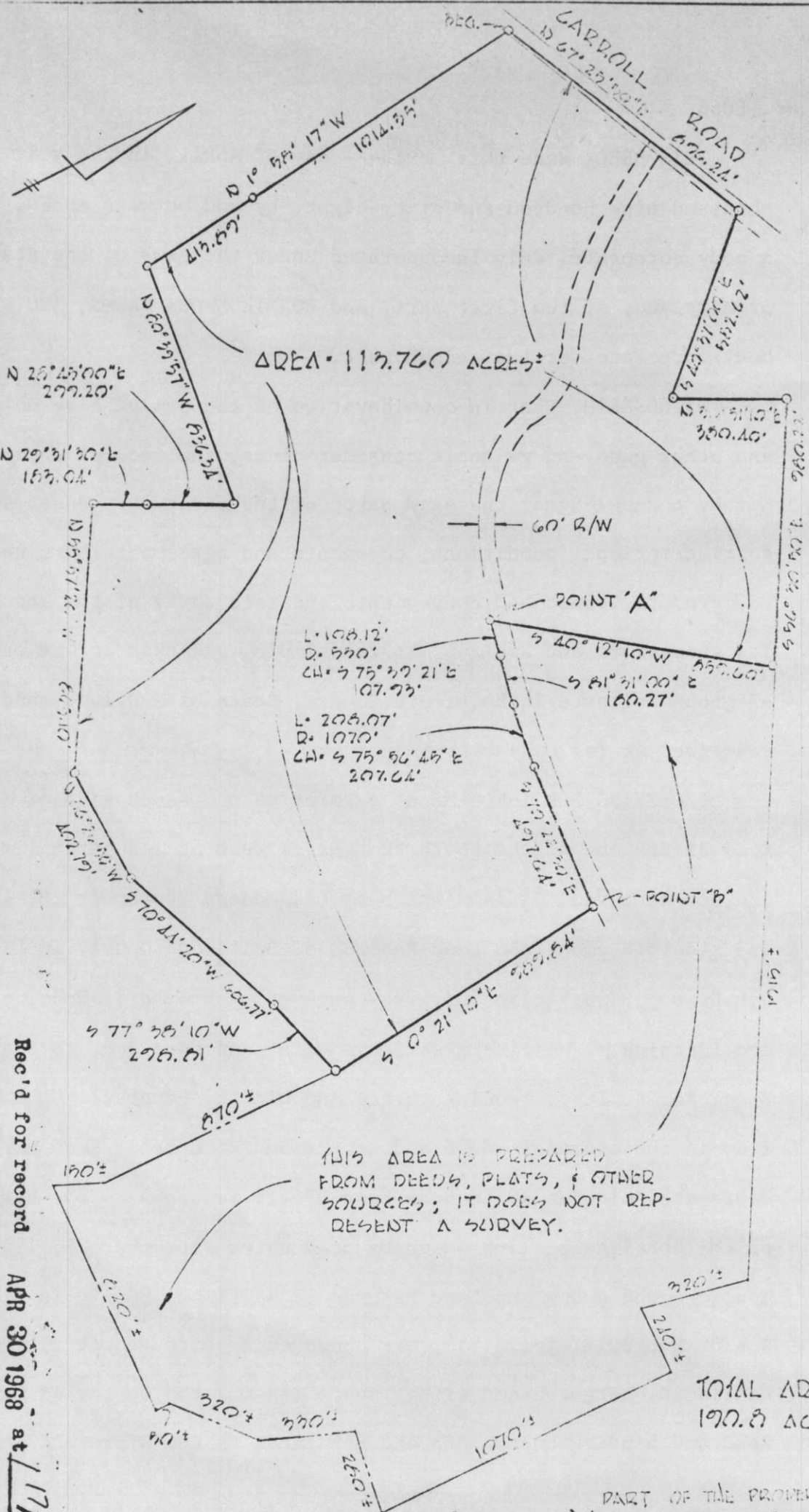
My commission expires on July 1, 1969.

TRANSFER TAX NOT REQUIRED

4-30-68
Norman W. Wood
Director of Finance

Per: Alma M. Ballma
Authorized Signature

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Rec'd for record APR 30 1968 at 17th
 P. Or. Ille T. Gosnell, Clerk
 Mail to STENGL & ASHBY
 Receipt No. 18235 \$ 21.00

E. F. DARNEL & ASSOC.
 201 COURTLAND AVE.
 TOWSON 4, MD.

PART OF THE PROPERTY OF
BONNIE BROOK FARMS
 107th ELECT. DIST. BALTO, CO., MD.
 SCALE = 1" = 400'
 APRIL 22, 1968

BALTIMORE COUNTY CIRCUIT COURT (Land Records) OTG-4869, p. 0721, MSA_CE62_4724. Date available 02/21/2006. Printed 09/07/2023.